



Order under Section 69 Residential Tenancies Act, 2006

Citation: Kaushal v Rule, 2026 ONLTB 4039

Date: 2026-01-13

File Number: LTB-L-057353-25

In the matter of: C, 3038 BAYVIEW AVE
NORTH YORK ON M2N5L2

Between: Rajan Kaushal Landlord

And

Paul Rule Tenant

Rajan Kaushal (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Rule (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes; and
- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on December 17, 2025.

Only the Landlord's Legal Representative, Jahne Baboulas and the Landlord attended the hearing.

As of 12:19 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application – N4 Notice of Termination

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.

2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$900.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$29.59. This amount is calculated as follows: \$900.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$21,600.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act') and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

L2 – N12 Notice of Termination

10. I brought up a preliminary issue regarding the N12 notice of termination dated May 26, 2025 with a termination date of July 31, 2025. This notice was dated but was not signed when filed with the application on July 12, 2025.
11. Section 43 (1) of the *Residential Tenancies Act, 2006* (hereinafter referred to as the "Act") states "Where this Act permits a landlord or tenant to give a notice of termination, the notice shall be in a form approved by the Board and shall, a) identify the rental unit for which the notice is given; b) state the date on which the tenancy is to terminate; and c) be signed by the person giving the notice, or the person's agent."
12. The Landlord's Legal Representative submitted that there had been some kind of technical glitch when he downloaded his copy so he downloaded another copy on August 21, 2025. I reminded him that notices cannot be amended or changed after submission to the Board. He stated that he is an officer of the court and he assured me that the form was signed when he downloaded the form on July 12, 2025.
13. I noted that the Landlord's Legal Representative had no issue downloading the signed N4 notice of termination on the same date and that document was signed by him.
14. Furthermore, the Tenant is not here to confirm whether or not the N12 notice of termination served him was signed by the Representative.
15. As such, the L2 application is dismissed due to the invalid N12 notice of termination.

It is ordered that:

1. The L2 application is dismissed.

L1 Application

2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$22,686.00 if the payment is made on or before January 24, 2026. See Schedule 1 for the calculation of the amount owing.
4. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after January 24, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
5. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before January 24, 2026.**
6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$21,389.03. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
7. The Tenant shall also pay the Landlord compensation of \$29.59 per day for the use of the unit starting December 18, 2025 until the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlord the full amount owing on or before January 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 25, 2026 at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before January 24, 2026, then starting January 25, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after January 25, 2026.

January 13, 2026

Date Issued

Carrie Bertrand

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on July 25, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 24, 2026

Rent Owing To January 31, 2026	\$22,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$22,686.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$21,203.03
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$21,389.03
Plus daily compensation owing for each day of occupation starting December 18, 2025	\$29.59 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	